



**Sulphur Springs Valley
Electric Cooperative, Inc.**

350 N. Haskell Ave.
Willcox, AZ 85643-1718
Telephone (520) 384-2221
Fax (520) 384-5223

June 25, 2013

Larry and Janice Merrill
PO Box 2
St. David, AZ 85630

Dear Mr. and Mrs. Merrill,

Sulphur Springs Valley Electric Cooperative has received a copy of your proposed abandonment request for a portion of Thomas Lane in St. David, Arizona.

In order for SSVEC to approve the proposed abandonment, an easement for the existing primary line installed within the Right of Way to be abandoned will be required. SSVEC will provide an easement agreement to you, for your execution, upon receipt of the legal description from Cochise County.

For further questions, please contact me at 520-384-5469, in Willcox, Arizona.

Sincerely,

A handwritten signature in blue ink that reads "Linda Turks".

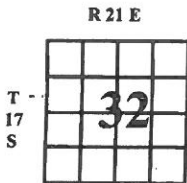
Linda Turks
Right of Way Technician

Enclosure



WHEN RECORDED MAIL TO:

SULPHUR SPRINGS VALLEY
ELECTRIC COOPERATIVE, INC.
350 N HASKELL AVE
WILLCOX, ARIZONA 85643



Electrical Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned **LARRY V. MERRILL And JANICE C. MERRILL, Husband and Wife**, referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged grants unto **SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE, INC.**, referred to as "Grantee", and to its successors or assigns, a right-of-way easement over, upon, under and across and the right to enter upon the land of the undersigned, situated in the County of Cochise, State of Arizona, described as follows:

SEE ATTACHED EXHIBIT "A"

and the right to locate, construct, operate, repair, remove, maintain, add to, alter, inspect, relocate, and replace thereon, both above ground and underground, electric transmission and/or distribution facilities together with all appurtenances necessary or convenient thereto, including but not limited to poles, towers, wires, foundations, guy wires and anchors. If the exact location of this easement and right-of-way is not described herein, the Grantee shall have the right to determine the location and relocation of its facilities that is convenient for Grantee. If the width of this easement and right-of-way is not specified, then its width shall be twenty (20) feet wide. Except that in the event it becomes necessary or convenient for Grantee to extend anchors, guy wires or other appurtenances beyond the twenty (20) foot width heretofore mentioned to secure, install or maintain said facilities, the Grantor grants to Grantee an easement for said anchors, guy wires or other appurtenances. Grantee may permit the attachment of communication wires and fixtures of other companies and may permit said companies right of access to service and maintain said wires or fixtures.

Grantee shall have the right to trim or clear away all trees, brush, and plant growth on said easement and right-of-way and to trim or remove any trees or plants or other objects on either side of said easement and right-of-way which create or may create a hazard by falling or striking the electrical facilities located on said easement.

Grantor grants to Grantee, for the consideration set forth herein, the right to ingress to and egress from said easement and right-of-way described herein, over and across private roads owned by Grantor and which provide a reasonable and convenient access to the easement described herein, and if no such roads exist, then on such route as the Grantee may determine to be reasonable under the circumstances.

EXHIBIT "A"

EASEMENT DESCRIPTION:

A portion of the Southeast quarter of Section 32, Township 17 South, Range 21 East of the Gila and Salt River Base and Meridian, also being a portion of land dedicated for a public roadway described in Docket 541, Page 201, and reference being made to private lands described in Docket 541, Page 198, as filed in the office of the County Recorder, Cochise County, Arizona, and more particularly described as follows:

Beginning at a point that is 660.00 feet North and 154.14 feet West of the Southeast corner of said Section 32, said point being the Southwest corner of said public roadway, said point also being the Northwest corner of said private land;

Thence East along the South line of said public roadway, a distance of 174.07 feet to the Northeast corner of said private land;

Thence North parallel to the East Section line, a distance of 33.00 feet to a point on the North line of said public roadway;

Thence West along the North line of said public roadway, a distance of 174.07 feet to the Northeast corner of said public roadway;

Thence South parallel to the East Section line, a distance of 33.00 feet to the POINT OF BEGINNING.

Grantor covenants and agrees that he shall not erect, construct, or place or in any way permit any house, building, stable, corral, mobile home, or any structure whatsoever to be erected, constructed, or placed on the easement and right-of-way granted herein nor shall he use said easement in any manner inconsistent with Grantee's rights hereunder.

Grantor covenants that he is the owner of the above described land and that said land is free and clear of encumbrances and liens, except the following liens and encumbrances held by the following persons:

Grantor shall not grant any other easement and/or right-of-way on, under, or over said strip of land without first having secured written consent of Grantee.

It is further understood that, whenever necessary, words in the singular shall be construed to read in the plural, and words used in the masculine gender shall be construed to read in the feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned set his hand this 15 day of August, 2013.

Larry Merrill
GRANTOR

Janice Merrill
GRANTOR

STATE OF Arizona
COUNTY OF Cochise) ss

On this, the 15 day of August, 2013, before me, the undersigned Notary Public, personally appeared Larry Merrill
Janice Merrill

known to me to be the person(s) whose name(s) is/are subscribed herein and acknowledged that he/she executed said document for the purposes set forth therein.

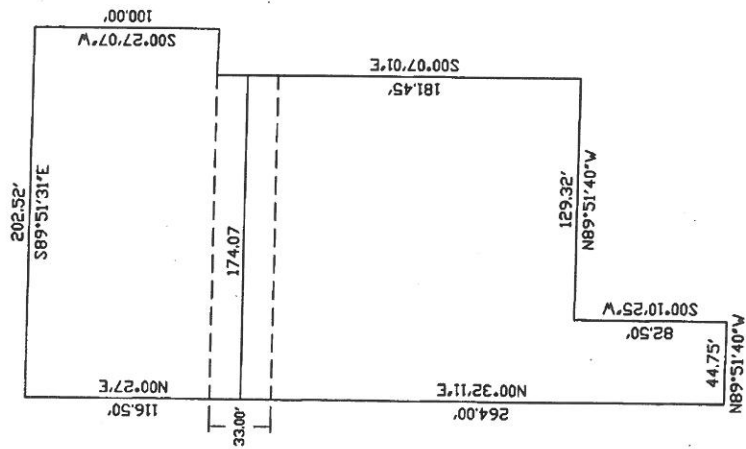
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Deborah Kaiser
NOTARY PUBLIC

My Commission Expires: April 9, 2016



PARCEL ILLUSTRATION



DASHED LINE REPRESENTS EASEMENT AREA

SECTION REPRESENTATION R 21E



T 17 S

SECTION 32

EXHIBIT "A"

DRAWING NOT TO SCALE - FOR REPRESENTATION PURPOSES ONLY

GRANTOR: Larry and Janice Merrill

DRAWN BY: Ruth Bigelow

DATE: August 8, 2013

EASEMENT NO.

WORK ORDER NO.

FILE NO.

E14797

None



Sulphur Springs Valley
Electric Cooperative, Inc.



SOUTHWEST GAS CORPORATION

August 27, 2013

Pam Hudgins
Cochise County Highway & Floodplain Dept
1415 Melody Lane #F
Bisbee, AZ 85603

RE: Request to abandon a portion of Thomas Lane
between parcel 120-19-001H & 024, St. David, AZ

Dear Mrs. Hudgins:

Southwest Gas Corporation respectfully requests the following verbiage added to the resolution for the abandonment of the above area in St. David, AZ. This will provide the access required to serve customers as the area grows.

"A perpetual easement is reserved to Southwest Gas Corporation, a California corporation, their successors and assigns, over the area of abandonment. If Southwest Gas Corporation's natural gas pipeline facilities are constructed within the easement, ingress and egress to said facilities shall not be restricted. If fencing is along the east and west sides of the area of abandonment, minimum twelve-foot (12') wide gates along those sides will be installed, at property owner's cost. All costs associated with the gates will be borne by the property owner, their successors and assigns. If natural gas pipeline facilities are present, no buildings, structures, trees, vehicles or any other obstructions will be permitted in the easement area for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will".

If I can be of further assistance please don't hesitate to contact me at 364-8420.

Sincerely,

Greg Jones

Greg Jones
Engineering Technician
Eastern District
Douglas Office